be to enforce them only when they would be valid if made in the state of the forum) would seem sound, yet most of the cases cited by the Wisconsin court fail to support the decision because no fixed policy was actually violated. *Milliken* v. *Pratt, supra; Bell* v. *Packard,* 69 Me. 105; *Bowles* v. *Field,* 78 Fed. 742; *Baum* v. *Birchall,* 150 Pa. St. 164; *Young* v. *Hart,* 101 Va. 480. Furthermore, the statement of the Wisconsin court and of the Idaho court in the instant case that the exception contended for by the dissenting opinion applies only where the enforcement of the contract would be pernicious or grossly immoral is stronger than actually necessary to the decision. On the other hand, the cases cited in the dissenting opinion are hardly in point, inasmuch as they involve the situation where the married woman is already domiciled in the state where enforcement is sought, and makes the contract while out of the state only temporarily. *Armstrong* v. *Best,* 112 N. C. 59; *First National Bank* v. *Shaw,* 109 Tenn. 237; *Brown* v. *Dalton,* 105 Ky. 669. See, too, *Union Trust Co.* v. *Grosman,* U. S. S. C. No. 106, decided Jan. 7, 1918. In the latter situation there would be good reason for refusing to enforce the contract, because of the tendency thus to avoid the law of the forum. The tendency of modern authority appears to be with the prevailing opinion. *International Harvester Co.* v. *McAdam* (1910), *supra; Barbee & Co.* v. *Bevins, Hopkins & Co.* (Court of Appeals of Ky., 1917), 195 S. W. 154 (A case in which the domicile was the state of the forum, the note in question being governed by the law of West Virginia because the decision was delivered there.); *Young* v. *Bullen* (Court of Appeals of Ky., 1897), 43 S. W. 687. But there is authority *contra*: *Hayden* v. *Stone,* 13 R. I. 106. Also, as is conceded in all of the cases cited above, the fact must never be overlooked that the enforcement of contracts made outside the forum depends wholly upon international comity.

INJUNCTION — RESTRAINING USE OF NAME AND PICTURE — CIVIL RIGHTS LAW.—Defendant film manufacturing company used plaintiff's name and picture without her consent, for display in a moving picture film (entitled "Universal Animated Weekly", and purporting to represent plaintiff as a woman lawyer who had solved a murder mystery), and on posters and placards advertising the film, which film defendant marketed and sold for profit. *Held,* plaintiff was entitled to an injunction *pendente lite,* under the Civil Rights Law (N. Y. CONSOL. LAWS, c. 6) secs. 50 & 51, prohibiting the use of the name, portrait, or picture of any living person, without his consent, for advertising or trade purposes, and giving the person, whose name, portrait, or picture is so used, an equitable action, to restrain such use, and for damages. *Humiston* v. *Universal Film Mfg. Co.* (N. Y. S. C.), 167 N. Y. Supp. 98.

Previous cases involving the interpretation of the above sections of the New York Civil Rights Law have held: that said statute is a valid and constitutional enactment, *Rhodes* v. *The Sperry & Hutchinson Co.,* 193 N. Y. 223; that "a picture is not used for 'advertising purposes' within its meaning unless the picture is part of an advertisement, while 'trade' refers to commerce or traffic, not to dissemination of information", *Jeffries* v. *N. Y. Eve. Journ. Pub. Co.,* 124 N. Y. Supp. 780; that "the right of privacy under the

statute cannot be invaded for purposes clearly informative or redemptive", *Almind* v. *Sea Beach Ry. Co.*, 141 N. Y. Supp. 842; that "it would not be within the evil sought to be remedied by that act to construe it so as to prohibit the use of the name, portrait, or picture of a living person in truthfully recounting or portraying an actual current event, as is commonly done in a single issue of a regular newspaper", *Binns* v. *Vitagraph Co.*, 210 N. Y. 51; that the statute would not be extended to prohibit the publication in the "NATIONAL POLICE GAZETTE" of the picture of a lady diver, in costume, and had never "been so far extended as to prohibit a publication, in a daily, weekly, or periodical paper or magazine, of the portrait of an individual", *Colyer* v. *Fox Pub. Co.*, 146 N. Y. Supp. 999. In the instant case, that the publication of the plaintiff's name and picture on the posters and placards of the defendant was a violation of the statute, as a use for "advertising purposes", seems clear; but, whether the use of her name and picture in the film was a violation of the statute, presents a more difficult question. The court held that such use was for "purposes of trade", that the film was used in defendant's regular business, for purposes of profit, and any dissemination of current news of the day was purely incidental; that the fact that defendant's film was a series of photographs of actual current events, produced and distributed weekly, and used as soon as possible after the occurrence of the events, did not make it a newspaper, or bring it within the protection extended to newspapers by the cases of *Colyer* v. *Fox Pub. Co., supra,* and *Jeffries* v. *N. Y. Eve. Journ. Pub. Co., supra;* that there was "a clear distinction between merely incidental and fortuitous use of an individual's picture as an incident to some important public event, and the exploitation of that individual as the important and central part of an event which is not of real public importance, however great may be the public interest therein".

INSURANCE—RISK—COLOR BLINDNESS—COMPLETE AND PERMANENT LOSS OF SIGHT OF BOTH EYES.—In an action on an insurance policy, *held,* that color blindness sustained by a railway trainman, which disqualified him from service is to be construed as the complete and permanent loss of sight of both eyes. *Routt* v. *Brotherhood of Railroad Trainmen* (Neb.), 165 N. W. 141.

The policy states that any member who shall suffer the complete and permanent loss of sight of both eyes shall be entitled to receive the full amount of his beneficiary certificate. The case involves the determination of what is a complete and permanent loss of sight. A dissenting opinion in this case by three justices stated, "To insure a person's ability to permanently continue in his particular vocation would, in a policy require words to that effect". A railway night switchman becoming color blind during his employment was held to be thereby disabled by sickness within the meaning of his employer's contract that they will pay him sick benefits for a limited time while he is disabled by sickness or accidental injury. *Kane* v. *Chicago, Burlington and Quincy Railroad Company,* 90 Neb. 112. In this case the court said, "The plaintiff for the purpose of his vocation is blind, and, being blind is sick within the meaning of the defendant regulations". Incurable blind-